

**DEVELOPER'S PUBLIC REPORT  
FOR A CONDOMINIUM**

CONDOMINIUM PROJECT NAME	2808 AND 2810 LAOLA PLACE
Project Address	2808 Laola Place, Honolulu, Hawaii 96813
Registration Number	7269 (Conversion)
Effective Date of Report	<b>August 24, 2012</b>
Developer(s)	KAREN K. BROWN, Trustee of the Karen K. Brown Revocable Trust dated July 26, 2007

**Preparation of this Report**

The Developer prepared this report to disclose relevant information, including "material facts", that are reasonably known to the Developer about the condominium project covered by this report. This report has been prepared pursuant to the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, as amended from time to time. The law defines "material facts" to mean "any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale."

This report has not been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts or all pertinent changes, or both, about the project have been fully or adequately disclosed; and (3) is not the Commission's judgment of the value or merits of the project.

This report may be used by the Developer for promotional purposes only if it is used in its entirety. No person shall advertise or represent that the Commission has approved or recommended the project, this report or any of the documents submitted with Developer's application for registration of this project.

This report will be amended if, after the effective date of this report, any changes, either material or pertinent changes, or both, occur regarding the information contained in or omitted from this report. In that case, the Developer is required to submit immediately to the Commission an amendment to this report or an amended Developer's Public Report, clearly reflecting the changes, including any omitted material facts, together with such supporting information as may be required by the Commission. In addition, the Developer may choose at any time to change or update the information in this report. Annually, at least thirty days prior to the anniversary date of the Effective Date of this report, the Developer shall file an annual report to update the material contained in this report. If there are no changes, the Developer is required to state that there are no changes. The Developer's obligation to amend this report or to file annual reports ends when the initial sales of all units in the project have been completed.

Purchasers are encouraged to read this report carefully and to seek professional advice before signing a sales contract for the purchase of a unit in the project.

Signing a sales contract may legally bind a purchaser to purchase a unit in the project, though a purchaser may have rights to cancel or rescind a sales contract under particular circumstances that may arise.

---

*This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.*

## SPECIAL ATTENTION

[Use this page for special or significant matters which should be brought to the purchaser's attention and that are not covered elsewhere in this report.]

The Developer has disclosed the following:

1. This is a CONDOMINIUM PROJECT, not a subdivision. It does not involve the sale of individual subdivided lots. The land area beneath and immediately appurtenant to each unit is designated as a LIMITED COMMON ELEMENT and not a legally subdivided lot. The dotted lines on the Condominium Map bounding the designated number of square feet in each limited common element land area are for illustrative purposes only and should not be construed to be the property lines of legally subdivided lots.

2. The Project consists of two existing sheds. Disclosure is made that the Project is being sold in "as is, where is" condition. No warranties are given to the purchaser as to the construction, materials or workmanship of the Project.

3. A prospective purchaser of a unit in the Project who wishes to improve or modify his or her residence or change its use, should be aware that he or she will be required to comply with the building codes, land use laws (LUO) and other county laws and ordinances, and the Project Declaration. The LUO, for example, contains restrictions relating to the permissible use of the land, the number of dwelling units permitted, and the amount of total development permitted on the entire Project land area. Before buying a unit in the Project, a prospective purchaser, together with an architect or professional builder is urged to review the Project Declaration, the LUO and all other applicable County ordinances which may affect the Purchaser's use of his or her unit and to review their intended plans with the appropriate County officials. The Developer disclaims all warranties with respect to Purchaser's being able to use the unit for his or her intended purposes.

4. It is anticipated that the existing sheds will be replaced by residential dwelling structures in accordance with Section Q of the Declaration. Prospective purchasers are advised that the location of the existing sheds as depicted on the Condominium Map is not necessarily a representation as to where a residential dwelling structure can or will be built and/or the size or layout of such structure. Pursuant to Section Q of the Declaration, any new structure must be build in accordance with applicable governmental regulations, laws and ordinances (including, but not limited to setback requirements).

5. The preliminary title search reveals the existence of several encroachments affecting the property as disclosed in the survey dated October 21, 2009. See Exhibit D of this report for further information. Developer discloses that no agreements have been entered into or will be entered into by the Developer with the neighboring property owners regarding the ownership of these encroachments or the responsibility for maintenance or repair.

6. Disclosure is made that during heavy rainfall, certain areas of the property have occasionally been flooded with water runoff. Each unit owner shall be responsible for maintaining his or her limited common element area, including maintaining areas and vegetation to deter flooding on the other unit's limited common element area.

7. The condominium map shows the location of a house and house foundation remnants which are or may in the near future be demolished. If existing, each unit owner shall be responsible for removing any portions of the house and/or house foundation located on his or her limited common element area.

8. MANAGEMENT OF PROJECT. The Project's Association of Unit Owners and Board of Directors are responsible for the management of the Project. Under the Project's Declaration and Bylaws, each Owner must attend Association and Board meetings in order to establish a quorum, and any decision of the Association or the Board requires the concurrence of both Owners or their designated representatives, respectively.

9. This public report does not constitute approval of the Project by the Real Estate Commission, or any other government agency, nor does it ensure that all applicable County codes, ordinances and subdivision requirements have been complied with.

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING. EACH BUYER IS ALSO ADVISED TO CONTACT THE APPROPRIATE GOVERNMENT AGENCIES TO DETERMINE WHERE THERE ARE SPECIFIC REQUIREMENTS FOR THIS PROPERTY. BUYERS ARE ALSO ADVISED TO CONSULT WITH THEIR OWN ATTORNEY AND OTHER APPROPRIATE PROFESSIONALS REGARDING THE PROJECT.

## TABLE OF CONTENTS

	<u>Page</u>
Preparation of this Report.....	1
General Information On Condominiums.....	2
Operation of the Condominium Project.....	2
1. THE CONDOMINIUM PROJECT.....	3
1.1 The Underlying Land.....	3
1.2 Buildings and Other Improvements.....	3
1.3 Unit Types and Sizes of Units.....	3
1.4 Parking Stalls.....	4
1.5 Boundaries of the Units.....	4
1.6 Permitted Alterations to the Units .....	4
1.7 Common Interest.....	4
1.8 Recreational and Other Common Facilities.....	4
1.9 Common Elements.....	5
1.10 Limited Common Elements.....	5
1.11 Special Use Restrictions .....	5
1.12 Encumbrances Against Title.....	5
1.13 Uses Permitted by Zoning and Zoning Compliance Matters .....	6
1.14 Other Zoning Compliance Matters.....	6
1.15 Conversions .....	7
1.16 Project In Agricultural District.....	8
1.17 Project with Assisted Living Facility.....	8
2. PERSONS CONNECTED WITH THE PROJECT.....	9
2.1 Developer.....	9
2.2 Real Estate Broker.....	9
2.3 Escrow Depository.....	9
2.4 General Contractor.....	9
2.5 Condominium Managing Agent.....	9
2.6 Attorney for Developer .....	9
3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS .....	10
3.1 Declaration of Condominium Property Regime .....	10
3.2 Bylaws of the Association of Unit Owners .....	10
3.3 Condominium Map.....	10
3.4 House Rules.....	11
3.5 Changes to the Condominium Documents.....	11
3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents.....	11
4. CONDOMINIUM MANAGEMENT.....	12
4.1 Management of the Common Elements .....	12
4.2 Estimate of the Initial Maintenance Fees.....	12
4.3 Utility Charges to be Included in the Maintenance Fee.....	12
4.4 Utilities to be Separately Billed to Unit Owner .....	12
5. SALES DOCUMENTS.....	13
5.1 Sales Documents Filed with the Real Estate Commission.....	13
5.2 Sales to Owner-Occupants.....	13
5.3 Blanket Liens.....	13
5.4 Construction Warranties .....	13
5.5 Status of Construction, Date of Completion or Estimated Date of Completion.....	14

## TABLE OF CONTENTS

	Page
5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance .....	14
5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance.....	14
5.6.2 Purchaser Deposits Will Be Disbursed Before Closing.....	14
5.7 Rights Under the Sales Contract .....	16
5.8 Purchaser's Right to Cancel or Rescind a Sales Contract .....	16
5.8.1 Purchaser's 30-Day Right to Cancel a Sales Contract.....	17
5.8.2 Right to Cancel a Sales Contract if Completion Deadline Missed.....	17
5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change	17
6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT.....	18
EXHIBIT A:	Boundaries and Description of the Units
EXHIBIT B:	Permitted Alterations to the Units
EXHIBIT C:	Limited Common Elements
EXHIBIT D:	Encumbrances Against Title
EXHIBIT E:	Developer's Reserved Rights to Change Project & Documents
EXHIBIT F:	Estimate of Initial Maintenance Fees
EXHIBIT G:	Summary of Sales Contract
EXHIBIT H:	Summary of Escrow Agreement
EXHIBIT I:	Statement of Registered Professional Architect

## **General Information On Condominiums**

A condominium is a special form of ownership of real property. To create a condominium in Hawaii after July 1, 2006, the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, must be followed. In addition, certain requirements and approvals of the county in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land and/or the building(s) and other improvements are leased to the purchaser. The lease for the land usually requires that at the end of the lease term, the lessees (unit owners) deliver their interest in the land to the lessor (fee property owner).

If you are a typical condominium unit owner, you will have two kinds of ownership: (1) ownership in your individual unit; and (2) a percentage interest in the common elements.

You will be entitled to exclusive ownership and possession of your unit. Subject to the documents governing them, condominium units may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift or operation of law.

Your unit will, however, be part of the group of units that comprise the condominium project. Study the project's Declaration of Condominium Property Regime, Bylaws of the Association of Unit Owners, Condominium Map and House Rules, if any, which are being concurrently delivered to you with this report. These documents contain important information on the use and occupancy of the units and the common elements of the project, as well as the rules and regulations of conduct for unit owners, tenants and guests.

## **Operation of the Condominium Project**

The Association of Unit Owners is the entity through which unit owners may take action with regard to the administration, management and operation of the condominium project. Each unit owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as a unit owner. The Board and officers can take certain actions without the vote of the unit owners. For example, the Board may hire and fire employees, increase or decrease maintenance fees, adopt budgets for revenues, expenses and reserves and regulate the use, maintenance, repair and replacement of common elements. Some of these actions may significantly impact the unit owners.

Until there is a sufficient number of purchasers of units to elect a majority of the Board, it is likely at first that the Developer will effectively control the affairs of the Association. It is frequently necessary for the Developer to do so during the early stages of development and the Developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective purchasers should understand that it is important to all unit owners that the transition of control from the Developer to the unit owners be accomplished in an orderly manner and in a spirit of cooperation.

## 1. THE CONDOMINIUM PROJECT

### 1.1 The Underlying Land

Fee Simple or Leasehold Project	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fee Owner's Name if Developer is not the Fee Owner	
Address of Project	2808 Laola Place, Honolulu, Hawaii 96813
Address of Project is expected to change because	
Tax Map Key (TMK)	(1) 2-2-30:05
Tax Map Key is expected to change because	Individual CPR numbers will be issued for each unit
Land Area	24,734 sq. ft.
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	

### 1.2 Buildings and Other Improvements

Number of Buildings	Two (sheds)
Floors Per Building	One
Number of New Building(s)	None
Number of Converted Building(s)	Two (sheds)
Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Wood

### 1.3 Unit Types and Sizes of Units

Unit Type	Quantity	BR/Bath	Net Living Area	Net Other Areas	Other Areas (lanai, garage, etc)	Total Area
2808	1	0	0	10	shed	10
2810	1	0	0	10	shed	10
See Exhibit _____						

2	<b>Total Number of Units</b>
---	------------------------------

Note: Net Living Area is the floor area of the unit measured from the interior surface of the perimeter walls of the unit. Other documents and maps may give floor area figures that differ from those above because a different method of determining floor area may have been used.

#### 1.4 Parking Stalls

Total Parking Stall in the Project:	2 (See page 18)
Number of Guest Stalls in the Project:	0
Number of Parking Stalls Assigned to Each Unit:	2 (See page 18)
Attach Exhibit _____ specifying the Parking Stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact or tandem and indicate whether covered or open).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights.	

#### 1.5 Boundaries of the Units

Boundaries of the unit: See Exhibit A
--

#### 1.6 Permitted Alterations to the Units

Permitted alterations to the unit (if the unit is defined as a non-physical or spatial portion of the project, also describe what can be built within such portion of the project): See Exhibit B
--

#### 1.7 Common Interest

<b>Common Interest:</b> Each unit will have a percentage interest in the common elements appurtenant to each unit. This interest is called the "common interest". It is used to determine each unit's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by unit owners. The common interest for each unit in this project, as described in Declaration, is:
Described in Exhibit _____.
As follows: Each unit has an undivided fifty percent (50%) interest in the common elements.

#### 1.8 Recreational and Other Common Facilities (Check if applicable):

<input type="checkbox"/>	Swimming pool
<input type="checkbox"/>	Laundry Area
<input type="checkbox"/>	Storage Area
<input type="checkbox"/>	Tennis Court
<input type="checkbox"/>	Recreation Area
<input type="checkbox"/>	Trash Chute/Enclosure(s)
<input type="checkbox"/>	Exercise Room
<input type="checkbox"/>	Security Gate
<input type="checkbox"/>	Playground
<input type="checkbox"/>	Other (describe):



## 1.9 Common Elements

**Common Elements:** Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.

Described in Exhibit \_\_\_\_\_.

Described as follows:

a) The Land in fee simple. b) All pipes, wires, conduits, and other utility and service lines which are utilized for or serve both Units. c) Any and all other apparatus and installations of common use, and all other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use.

Common Element	Number
Elevators	0
Stairways	0
Trash Chutes	0

## 1.10 Limited Common Elements

**Limited Common Elements:** A limited common element is a portion of the common elements that is reserved for the exclusive use of one or more but fewer than all units in the project.

Described in Exhibit C \_\_\_\_\_.

Described as follows:

## 1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.

<input type="checkbox"/>	Pets:
<input type="checkbox"/>	Number of Occupants:
<input checked="" type="checkbox"/>	Other: Residential purposes and other uses as permitted by law
<input type="checkbox"/>	There are no special use restrictions.

## 1.12 Encumbrances Against Title

An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).

Exhibit D \_\_\_\_\_ describes the encumbrances against title contained in the title report described below.

Date of the title report: July 24, 2012

Company that issued the title report: Title Guaranty of Hawaii, Inc.

### 1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning				
	Type of Use	No. of Units	Use Permitted by Zoning	Zoning
<input checked="" type="checkbox"/>	Residential		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	R-10
<input type="checkbox"/>	Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Mix Residential/Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Hotel		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Timeshare		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Ohana		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Industrial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Agricultural		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Recreational		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input checked="" type="checkbox"/>	Other (Specify): shed	2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	R-10
Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Variances to zoning code have been granted.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Describe any variances that have been granted to zoning code				

### 1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures and Lots			
<p>In general, a non-conforming use, structure or lot is a use, structure or lot that was lawful at one time but that does not now conform to present zoning requirements. Under present zoning requirements, limitations may apply to extending, enlarging or continuing the non-conformity and to altering and repairing non-conforming structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.</p> <p>If a variance has been granted or if uses, structures or lots are either non-conforming or illegal, the purchaser should consult with county zoning authorities as to possible limitations that may apply in situations such as those described above.</p> <p>A purchaser may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure or lot.</p>			
	Conforming	Non-Conforming	Illegal
Uses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>If a non-conforming use, structure or lot exists in this project, this is what will happen under existing laws or codes if the structure is damaged or destroyed:</p>			

### 1.15 Conversions

Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.	<input checked="checked" type="checkbox"/> <b>Applicable</b> <input type="checkbox"/> <b>Not Applicable</b>
Developer's statement, based upon a report prepared by a Hawaii-licensed architect or engineer, describing the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the units: The report dated July 18, 2012, prepared by Michael D. Lau, Architect, a copy of which is attached as Exhibit I, described the condition of the structural components and electrical installations. The condition of the sheds is described as good.	
Developer's statement of the expected useful life of each item reported above: No representation is made as to the expected useful life of the structural components and/or the mechanical and electrical installations.	
List of any outstanding notices of uncured violations of any building code or other county regulations: None.	
Estimated cost of curing any violations described above: n/a	

<b>Verified Statement from a County Official</b>	
Regarding any converted structures in the project, attached as Exhibit ____ is a verified statement signed by an appropriate county official which states that either:	
(A) The structures are in compliance with all zoning and building ordinances and codes applicable to the project at the time it was built, and specifying, if applicable:	(i) Any variances or other permits that have been granted to achieve compliance; (ii) Whether the project contains any legal non-conforming uses or structures as a result of the adoption or amendment of any ordinances or codes; and (iii) Any violations of current zoning or building ordinances or codes and the conditions required to bring the structure into compliance;
or	
(B) Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.	
Other disclosures and information: The units are currently sheds which were exempt from the requirement of a building permit at the time of construction.	

#### 1.16 Project In Agricultural District

<b>Is the project in an agricultural district as designated by the land use laws of the State of Hawaii?</b> <b>If answer is "Yes", provide information below.</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable state and county land use laws? <input type="checkbox"/> Yes <input type="checkbox"/> No If the answer is "No", provide explanation.	
Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable county real property tax laws? <input type="checkbox"/> Yes <input type="checkbox"/> No If the answer is "No", provide explanation and state whether there are any penalties for noncompliance.	
Other disclosures and information:	

#### 1.17 Project with Assisted Living Facility

<b>Does the project contain any assisted living facility units subject to Section 321-11(10), HRS?</b> <b>If answer is "Yes", complete information below.</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Licensing requirements and the impact of the requirements on the costs, operations, management and governance of the project.	
The nature and the scope of services to be provided.	
Additional costs, directly attributable to the services, to be included in the association's common expenses.	
The duration of the provision of the services.	
Other possible impacts on the project resulting from the provision of the services.	
Other disclosures and information.	

## 2. PERSONS CONNECTED WITH THE PROJECT

<b>2.1 Developer(s)</b>	Name: Karen K. Brown, Trustee  Business Address: 2808 Laola Place, Honolulu, HI 96813  Business Phone Number : 358-9988 E-mail Address:
Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).	
<b>2.2 Real Estate Broker</b>	Name: Coldwell Banker Pacific Properties Business Address: 1314 S. King St., 2nd Floor Honolulu, HI 96814  Business Phone Number: 596-0456 E-mail Address:
<b>2.3 Escrow Depository</b>	Name: Title Guaranty Escrow Services Business Address: 235 Queen Street, 1st Floor, Hono, HI 96813  Business Phone Number: 521-0211
<b>2.4 General Contractor</b>	Name: N/A Business Address:  Business Phone Number:
<b>2.5 Condominium Managing Agent</b>	Name: None. Self-managed by the Association. Business Address:  Business Phone Number:
<b>2.6 Attorney for Developer</b>	Name: Jennifer A. Aquino AAL ALC Business Address: P. O. Box 161297, Hono HI 96816  Business Phone Number: 526-9400

### 3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), the Declaration, Bylaws and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

#### 3.1 Declaration of Condominium Property Regime

The Declaration of Condominium Property Regime contains a description of the land, buildings, units, common interests, common elements, limited common elements, and other information relating to the condominium project.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	August 6, 2012	A-46090675

Amendments to Declaration of Condominium Property Regime		
Land Court or Bureau of Conveyances	Date of Document	Document Number

#### 3.2 Bylaws of the Association of Unit Owners

The Bylaws of the Association of Unit Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Unit Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters that affect how the condominium project will be governed.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	August 6, 2012	A-46090676

Amendments to Bylaws of the Association of Unit Owners		
Land Court or Bureau of Conveyances	Date of Document	Document Number

#### 3.3 Condominium Map

The Condominium Map contains a site plan and floor plans, elevations and layout of the condominium project. It also shows the floor plan, unit number and dimensions of each unit.

Land Court Map Number	
Bureau of Conveyances Map Number	5109
Dates of Recordation of Amendments to the Condominium Map:	

### 3.4 House Rules

The Board of Directors may adopt rules and regulations (commonly called "House Rules") to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the Developer. Changes to House Rules do not need to be recorded to be effective.

The House Rules for this project:

Are Proposed	<input type="checkbox"/>	
Have Been Adopted and Date of Adoption	<input type="checkbox"/>	
Developer does not plan to adopt House Rules	<input checked="" type="checkbox"/>	

### 3.5 Changes to the Condominium Documents

Changes to Condominium Documents: Changes to the Declaration, Bylaws and Condominium Map are effective only if they are duly adopted and recorded. Where permitted, the minimum percentages of the common interest that must vote for or give written consent to changes to the Declaration, Bylaws and Condominium Map are set forth below. The percentages for any individual condominium project may be more than the minimum set by law if the Declaration or Bylaws for the project so provide.

Document	Minimum Set by Law	This Condominium
Declaration	67%	100%
Bylaws	67%	67%

### 3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents

<input type="checkbox"/>	No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any).
<input checked="" type="checkbox"/>	Developer has reserved the right to change the Declaration, Bylaws, Condominium Map and House Rules (if any) and to add to or merge the project or to develop the project in one or more phases, and such rights are summarized as follows:  See Exhibit E.

#### 4. CONDOMINIUM MANAGEMENT

##### 4.1 Management of the Common Elements

<b>Management of the Common Elements:</b> The Association of Unit Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.	
The initial Condominium Managing Agent for this project is (check one):	
<input type="checkbox"/>	Not affiliated with the Developer
<input checked="" type="checkbox"/>	None (self-managed by the Association)
<input type="checkbox"/>	The Developer or an affiliate of the Developer
<input type="checkbox"/>	Other (explain)

##### 4.2 Estimate of the Initial Maintenance Fees

<b>Estimate of the Initial Maintenance Fees:</b> The Association will make assessments against your unit to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your unit and the unit may be sold through a foreclosure proceeding. Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.
Exhibit F contains a breakdown of the estimated annual maintenance fees and the monthly estimated maintenance fee for each unit, certified to have been based on generally accepted accounting principles, with the Developer's statement as to when a unit owner shall become obligated to start paying the unit owner's share of the common expenses.

##### 4.3 Utility Charges to be Included in the Maintenance Fee

If checked, the following utilities are included in the maintenance fee:	
<input type="checkbox"/>	Electricity for the common elements
<input type="checkbox"/>	Gas for the common elements
<input type="checkbox"/>	Water
<input type="checkbox"/>	Sewer
<input type="checkbox"/>	TV Cable
<input type="checkbox"/>	Other (specify)

##### 4.4 Utilities to be Separately Billed to Unit Owner

If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee:	
<input checked="" type="checkbox"/>	Electricity for the Unit only
<input type="checkbox"/>	Gas for the Unit only
<input checked="" type="checkbox"/>	Water
<input checked="" type="checkbox"/>	Sewer
<input checked="" type="checkbox"/>	TV Cable
<input type="checkbox"/>	Other (specify)



## 5. SALES DOCUMENTS

### 5.1 Sales Documents Filed with the Real Estate Commission

<input checked="" type="checkbox"/>	Specimen Sales Contract Exhibit G contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.
<input checked="" type="checkbox"/>	Escrow Agreement dated: August 4, 2012 Name of Escrow Company: Title Guaranty Escrow Services Exhibit H contains a summary of the pertinent provisions of the escrow agreement.
<input type="checkbox"/>	Other:

### 5.2 Sales to Owner-Occupants

If this project contains three or more residential units, the Developer shall designate at least fifty percent (50%) of the units for sale to Owner-Occupants.

<input type="checkbox"/>	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.
<input type="checkbox"/>	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit ____.
<input type="checkbox"/>	Developer has or will designate the units for sale to Owner-Occupants by publication.

### 5.3 Blanket Liens

Blanket Liens: A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project or more than one unit that secures some type of monetary debt (such as a loan) or other obligation. Blanket liens (except for improvement district or utility assessments) must be released as to a unit before the developer conveys the unit to a purchaser. The purchaser's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the unit to the purchaser.

<input type="checkbox"/>	There are <u>no blanket liens</u> affecting title to the individual units.
<input checked="" type="checkbox"/>	There are <u>blanket liens</u> that may affect title to the individual units.

<u>Type of Lien</u>	Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance
Mortgages (See Exhibit D for further information)	Purchaser's interest may be terminated and Purchaser may be entitled to a refund, less any escrow cancellation fees.

### 5.4 Construction Warranties

Construction Warranties: Warranties for individual units and the common elements, including the beginning and ending dates for each warranty (or the method of calculating them), are as set forth below:

Building and Other Improvements:

None. When offered for sale, the Units will be sold "as is".

Appliances:

None. When offered for sale, the Units will be sold "as is".

## 5.5 Status of Construction, Date of Completion or Estimated Date of Completion

Status of Construction: The Units are sheds constructed over five (5) years ago. No building permits were obtained or required to construct the sheds.
Completion Deadline: If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.
Completion Deadline for any unit not yet constructed, as set forth in the sales contract: N/A
Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract: N/A

## 5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance

The Developer is required to deposit all moneys paid by purchasers in trust under a written escrow agreement with a Hawaii licensed escrow depository. Escrow shall not disburse purchaser deposits to the Developer or on behalf of the Developer prior to closing, except if a sales contract is canceled or if Developer has met certain requirements, which are described below.

### 5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance

<input type="checkbox"/>	The Developer hereby declares by checking the box to the left that it shall use its own funds to complete the construction of the condominium project by the date indicated in Section 5.5 of this report, and the Developer, pursuant to its own analysis and calculations, certifies that it has sufficient funds to complete the construction of the condominium project.  <i>If this box is checked, Section 5.6.2, which follows below, will not be applicable to the project.</i>
--------------------------	---

### 5.6.2 Purchaser Deposits Will Be Disbursed Before Closing

Hawaii law provides that, if certain statutory requirements are met, purchaser deposits in escrow under a binding sales contract may be used before closing to pay for certain project costs. For this project, the Developer indicates that purchaser deposits may be used for the following purposes (check applicable box):	
<input type="checkbox"/>	For new construction: to pay for project construction costs described in the Developer's budget and approved by the Developer's lender or an otherwise qualified, financially disinterested person; or
<input type="checkbox"/>	For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses.

In connection with the use of purchaser deposits (check Box A or Box B):

<p><b>Box A</b></p> <p><input type="checkbox"/></p>	<p>The Developer has submitted all information and documents required by law and the Commission prior to the disbursement of purchaser deposits before closing. This means that the Developer may use such deposits before closing. If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report.</p> <p>If Box A is checked, you should read and carefully consider the following notice, which is required by law:</p> <p><b><u>Important Notice Regarding Your Deposits:</u></b> Deposits that you make under your sales contract for the purchase of the unit may be disbursed before closing of your purchase to pay for project costs, construction costs, project architectural, engineering, finance, and legal fees, and other incidental expenses of the project. While the developer has submitted satisfactory evidence that the project should be completed, it is possible that the project may not be completed. If your deposits are disbursed to pay project costs and the project is not completed, there is a risk that your deposits will not be refunded to you. You should carefully consider this risk in deciding whether to proceed with your purchase.</p>
<p><b>Box B</b></p> <p><input type="checkbox"/></p>	<p>The Developer has <u>not</u> submitted all information and documents required by law and the Commission, and, until all such information and documents are submitted, thus, the Developer cannot use purchaser deposits.</p> <p>If the Developer later submits all information and documents required by law and the Commission for the use of purchaser deposits, then the Developer must provide an amendment to this report or an amended developer's public report to each purchaser who has signed a sales contract. At such time, the <b><u>Important Notice Regarding Your Deposits</u></b> set forth immediately above will apply to all purchasers and will be restated in the amendment to this report or an amended developer's public report. When an effective date for such an amendment or an amended developer's public report is issued, <b><u>you will not have the right to rescind or cancel the sales contract by reason of such submission and amendment.</u></b> (This, however, does not affect your right to rescind for material changes or any other right you may have to rescind or cancel the sales contract, as described in Section 5.8 below.) If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report.</p> <p>You should understand that, although the <b><u>Important Notice Regarding Your Deposits</u></b> set forth above does not currently apply to you, it might apply to you in the future, and, therefore, you should read and carefully consider it now to ensure that you understand the risk involved in deciding whether to proceed with your purchase.</p>

**Material House Bond.** If the Developer has submitted to the Commission a completion or performance bond issued by a material house instead of a surety as part of the information provided prior to the use of purchaser deposits prior to closing or conveyance of a unit, the Developer shall disclose the same below and disclose the impact of any restrictions on the Developer's use of purchaser deposits.

## 5.7 Rights Under the Sales Contract

Before signing the sales contract, prospective purchasers should carefully review all documents relating to the project. These include but are not limited to the documents listed below. Items 2, 3 and 4 are made a part of this public report, as well as Item 5, if any, and are being delivered to you with this report.

1.	<b>Developer's Public Report</b>
2.	<b>Declaration of Condominium Property Regime (and any amendments)</b>
3.	<b>Bylaws of the Association of Unit Owners (and any amendments)</b>
4.	<b>Condominium Map (and any amendments)</b>
5.	House Rules, if any
6.	Escrow Agreement
7.	Hawaii's Condominium Property Act (Chapter 514B, HRS, as amended) and Hawaii Administrative Rules (Chapter 16-107, adopted by the Real Estate Commission, as amended), provided that rules and regulations under Chapter 514B have not yet been adopted.
8.	Other:

Copies of the condominium and sales documents and amendments made by the Developer are available for review through the Developer or through the Developer's sales agent, if any. The Condominium Property Regime law (Chapter 514B, HRS) and the Administrative Rules (Chapter 107, HAR), are available online. Please refer to the following sites:

Website to access official copy of laws: [www.capitol.hawaii.gov](http://www.capitol.hawaii.gov)

Website to access rules: [www.hawaii.gov/dcca/har](http://www.hawaii.gov/dcca/har)

## 5.8 Purchaser's Right to Cancel or Rescind a Sales Contract

A purchaser's right to cancel a sales contract or to rescind a sales contract may arise under varying circumstances. In the sections below, some circumstances that will give rise to a purchaser's right to cancel or rescind are described, together with what a purchaser must do if the purchaser wishes to exercise any of the rights.

### 5.8.1 When a Sales Contract becomes Binding and Purchaser's 30-Day Right to Cancel a Sales Contract

A sales contract signed by a purchaser and the developer will not become binding on a purchaser or the Developer until the following events have taken place:

- (1) The purchaser has signed the sales contract.
- (2) The Developer has delivered to the purchaser a true copy of the developer's public report with an effective date issued by the Commission, together with all amendments to the report as of the date of delivery, and the project's recorded Declaration and Bylaws, House Rules (if any), the Condominium Map and any amendments to them to date (all of which are a part of the developer's public report). If it is impracticable to include a letter-sized Condominium Map, the Developer must provide written notice of an opportunity to examine the Condominium Map.
- (3) The Developer has delivered to the purchaser a notice of the purchaser's 30-day cancellation right on a form prescribed by the Commission.
- (4) The purchaser does at least one of the following:
  - (a) Waives the purchaser's right to cancel the sales contract within 30 days from receipt of the notice of the purchaser's 30-day cancellation right; or

(b) Allows the 30-day cancellation period to expire without exercising the right to cancel; or

(c) Closes the purchase of the unit before the 30-day cancellation period expires.

The purchaser or the Developer may cancel the sales contract at any time during the 30-day cancellation period, and the sales contract will be canceled and the purchaser's deposits returned to the purchaser, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.

#### **5.8.2 Right to Cancel a Sales Contract if Completion Deadline Is Missed**

In addition to the purchaser's 30-day cancellation right described in Section 5.8.1 above, when a sales contract is signed before completion of construction of a project, the purchaser will have the right to cancel if the unit is not completed by certain deadlines. In conversion projects, there must be a deadline for completion of any required repairs. Every sales contract shall contain an agreement of the Developer that the completion of construction shall occur on or before the completion deadline, and that completion deadline is set forth in this report in Section 5.5. The sales contract shall provide that the purchaser may cancel the sales contract at any time after the specified completion deadline, if completion of construction does not occur on or before the completion deadline, as the same may have been extended. Upon a cancellation, the purchaser's deposits shall be refunded, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.00.

#### **5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change**

If a "material change" in a project occurs after a purchaser has signed a sales contract that has become binding, the purchaser will have a 30-day right to rescind after notification and description of the material change. A material change is defined in the Condominium Property Act to be any change that "directly, substantially and adversely affects the use or value of (1) a purchaser's unit or appurtenant limited common elements; or (2) those amenities of the project available for the purchaser's use."

The purchaser will be informed of the material change by the developer on a form prescribed by the Commission containing a description of the material change.

After notice of the material change, the purchaser may waive the right to rescind by:

- (1) Checking the waiver box on the rescission form; or
- (2) Letting the 30-day rescission period expire, without taking any action to rescind; or
- (3) Closing the purchase of the unit before the 30-day rescission period expires.

The rescission form must be signed by all purchasers of the affected unit and delivered to the developer no later than midnight of the 30<sup>th</sup> calendar day after the purchasers received the rescission form from the developer. Purchasers who validly exercise the right of rescission shall be entitled to a prompt and full refund of any moneys paid.

A rescission right shall not apply in the event of any additions, deletions, modifications and reservations including, without limitation, the merger or addition or phasing of a project, made pursuant to the terms of the project's Declaration.

These provisions shall not preclude a purchaser from exercising any rescission rights pursuant to a contract for the sale of a unit or any applicable common law remedies.

## **6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT**

**HAZARDOUS MATERIALS:** The developer neither prepared nor commissioned a Phase 1 Environmental Site Assessment and makes no representations or warranties whatsoever. The developer has made no independent investigation as to asbestos or other hazardous substances in the units or in, under or around the Project, including but not limited to, radioactive materials, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and any and all other substances or materials defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under, or for the purposes of, hazardous materials laws. Buyer acknowledges that in light of the age of the Project, there may be asbestos and other hazardous substances in the units, or in, under or around the Project, and Buyer should have the unit inspected to determine the extent (if any) of such contamination and any necessary remedial action. The developer will not correct any defects in the apartments or in the Project or anything installed or contained therein and Buyer expressly releases the developer from any liability to Buyer if any hazardous materials are discovered.

**MANAGEMENT OF PROJECT.** The Project's Association of Unit Owners and Board of Directors are responsible for the management of the Project. Under the Project's Declaration and By-Laws, each Owner must attend Association and Board meetings in order to establish a quorum, and any decision of the Association or the Board requires the concurrence of both Owners or their designated representatives, respectively.

**PARKING.** Unit 2808 is assigned two parking spaces as shown on the condominium map. There are currently no assigned or designated parking spaces for Unit 2810, which is a shed. Parking for each Unit is allowed within the limited common element area assigned to that Unit.

The Developer declares subject to the penalties set forth in Section 514B-69, HRS, that this project conforms to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a)(13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

The Developer hereby certifies that all the information contained in this report and the exhibits attached to this report and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information and belief, true, correct and complete. The Developer hereby agrees promptly to amend this report to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report at least 30 days prior to the anniversary date of the effective date of this report.

Karen K. Brown, Trustee

Printed Name of Developer

By: Karen K. Brown  
Duly Authorized Signatory\*

AUG 04 2012

Date

Karen K. Brown, Trustee, owner/developer

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

\*Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.

## **EXHIBIT A**

### **BOUNDARIES AND DESCRIPTION OF THE UNITS**

Section A.1 of the Declaration states that the project consists of two (2) separate detached buildings, each building of which contains one (1) unit. The units are designated on the Condominium Map as "Unit 2808" and "Unit 2810".

Two (2) separate and distinct freehold estates, deemed to include the entire structure and all improvements located therein, are bounded by and including the decorated or finished surfaces of the exterior of the perimeter walls, including all exterior doors and windows, by the exterior surfaces of the respective roofs thereof, and inclusive of the floor and ceiling of each of the buildings in the Project, together with any entries, porches, steps, stairs, lanais, decks, patios, laundry areas, carports, or other improvements physically attached to the building.

(a) Unit 2808 (designated on said Condominium Map as 2808 Laola Place) contains one story and is a shed consisting of approximately 10 square feet, the location of which is shown on said Condominium Map.

(b) Unit 2810 (designated on said Condominium Map as 2810 Laola Place) contains one story and is a shed consisting of approximately 10 square feet, the location of which is shown on said Condominium Map.

Each Unit shall also include all pipes, wires, conduits, and other utility and service lines contained wholly within such and which are utilized exclusively by and serve only such Unit.

The Units are currently sheds, and the Developer or any owner of a Unit has the reserved right to renovate or remove either Unit or a portion thereof, and to rebuild, renovate and/or add to said Unit as provided for in Section Q, of the Declaration.



## **EXHIBIT B**

### **PERMITTED ALTERATIONS TO THE UNITS**

Section L of the Declaration provides that no work shall be done to the Units, the limited common elements appurtenant thereto, or any other part of the Project, by any owner of a Unit or any other person, which could jeopardize the soundness or safety of the Project, reduce the value thereof, impair any easement, as reasonably determined by the Board. Except as otherwise provided by law, and subject to the requirements set forth in Section Q of the Declaration, all additions to or alterations of any Unit or its appurtenant limited common elements by the owner of such Unit shall be permitted without restriction, provided that the alteration or addition shall not affect the other Unit or limited common elements appurtenant thereto, and the owner or other person making such additions or alterations shall comply strictly with all applicable laws, ordinances, rules and regulations of any governmental entity, and shall also obtain all necessary permits, at such owner or person's sole expense.

In addition to the foregoing limitations, no owner shall also be allowed, without the express written consent of the other owners, to construct any addition, improvement or alteration which would cause his or her Unit to exceed the proportionate share of the maximum allowable floor area and/or buildable area for the lot. Said proportionate share shall be equal to the maximum floor area for the lot multiplied by the percentage of common interest in the Project appurtenant to such Unit as defined in Section B of the Declaration.

The owner of a Unit in the Project, including the Developer if an owner of a Unit, shall have the right, with the consent of any mortgagee affecting said Unit, to remove, redesign, improve, renovate, make additions to, enlarge, replace with a new Unit, or restore his or her Unit on the limited common elements appurtenant to such Unit at such Unit owner's sole option at any time and from time to time, without the consent of the Association, the other owners of Units, any lien holder thereof, or anyone with an interest in the Project, and pursuant to plans and conditions set forth in Section Q of the Declaration. Prospective purchasers should carefully review the Declaration and Section Q regarding the rights and restrictions imposed on removing, redesigning, improving or renovating a unit in the Project. Prospective purchasers are advised to consult with their own professional consultants and the appropriate governmental agencies and shall be solely responsible for determining whether the unit(s) can or may be removed, redesigned, improved or replaced according to their intended use, design and/or purpose.

## **EXHIBIT C**

### **LIMITED COMMON ELEMENTS**

Section A.3 of the Declaration provides that certain parts of the common elements are hereby set aside and reserved for the exclusive use of the Units and shall constitute limited common elements appurtenant thereto. Each Unit shall have an exclusive easement for the use of the limited common elements appurtenant thereto, except as otherwise provided herein. The cost of maintenance, repair, upkeep, and replacement of each limited common element shall be assessed to the owner of the Unit to which such limited common element is appurtenant. The limited common elements shall be appurtenant to each of the Units as follows:

(a) That certain dwelling area consisting of 14,234 square feet, more or less, of the real property of the Project which includes the real property upon which Unit 2808 is situated, as shown on said Condominium Map, inclusive of the airspace located above such area, and also inclusive of all walls, fences, sidewalks, paved areas, yard or landscaped areas and all vegetation, drainage or swale areas, and driveways located within said area, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 2808.

(b) That certain dwelling area consisting of 10,500 square feet, more or less, of real property of the Project which includes the real property upon which Unit 2810 is situated, inclusive of the airspace located above such area, and also inclusive of all walls, fences, sidewalks, paved areas, yard or landscaped areas and all vegetation, drainage or swale areas, and driveways located within said area, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 2810.

(c) Each Unit shall have appurtenant thereto at least two (2) parking spaces to be located within the limited common element dwelling area appurtenant to said Unit.

(d) All pipes, wires, conduits, and other utility and service lines not contained within a Unit but used by and servicing only one (1) Unit shall be a limited common element appurtenant to and for the exclusive use of the Unit using and serviced exclusively by such pipes, wires, conduits, and other utility and service lines.

## EXHIBIT D

### ENCUMBRANCES AGAINST TITLE

1. For real property taxes due and owing, reference is made to the Budget and Fiscal Services, Real Property Assessment Division, City and County Of Honolulu.

2. Mineral and water rights of any nature in favor of the State of Hawaii.

3. The terms and provisions contained in the following:

INSTRUMENT : DEED

DATED : March 15, 1921

RECORDED : Liber 585 Page 406

The foregoing includes, but is not limited to, matters relating to existing rights of way for water mains, and to rights of way for water, sewer, gas mains, electric light, telephone and telegraph poles, as public utilities

4. A 10-foot sewer easement as shown on Tax Map.

5. GRANT

TO : CITY AND COUNTY OF HONOLULU

DATED : August 22, 1960

RECORDED : Liber 3924 Page 276

GRANTING : an easement to construct, install, maintain, operate, repair and remove an underground sewer pipe line or pipe lines, with manholes and other equipment, under and across the following described "easement area":

PARCEL 69-B - of PACIFIC HEIGHTS SEWERS, Improvement District No. 126: Being a portion of Lot 105 of the Pacific Heights Tract (File Plan 173), and being also a portion of R. P. 302, L. C. Aw. 273, Part 1 to Joseph Booth, situate at Pacific Heights, Honolulu aforesaid, and more particularly described thereto.

PARCEL 97 - of PACIFIC HEIGHTS SEWERS, Improvement District No. 126: Being a portion of Lot 67 of the Pacific Heights Tract (File Plan 173), and being also a portion of R. P. 302, L. C. Aw. 273, Part 1 to Joseph Booth, situate near to the south side of Laola Road, at Pacific Heights, Honolulu aforesaid, and being more particularly described thereto.

6. MORTGAGE

MORTGAGOR : KAREN K. BROWN, Trustee of the Karen K.  
Brown Revocable Trust dated July 26, 2007

MORTGAGEE : FIRST HAWAIIAN BANK, a Hawaii corporation

DATED : March 11, 2008

RECORDED : Document No. 2008-041721

7. Structure position discrepancies as shown on the survey sketch prepared by Dennis K. Hashimoto, Land Surveyor, with DJNS Surveying & Mapping, Inc., dated October 21, 2009.

-Note:- Title Company will, in its ALTA Loan Policy to insured lenders, issue its endorsement covering this item.

8. Encroachment(s) as shown on the survey sketch prepared by Dennis K. Hashimoto, Land Surveyor, with DJNS Surveying & Mapping, Inc., dated October 21, 2009.

The north boundary is evident by:

1. Rock wall #1 which extends into the Laola Place right of way for 0.5 ft.
2. Fence #1 which extends into the Pacific Heights Road right of way for 1.9 ft.
3. Rock wall #2 which is on the property line inside the subject parcel by 0.0 ft., to 0.65 ft., and to 0.0 ft. for a length of +/-9.7 ft. and inside the Pacific Heights Road right of way by 4.6 ft. to 0.95 ft. for a length of 73.4 ft.

The east boundary is evident by:

1. Rock wall #2 is on the property line inside the subject parcel by 0.0 ft., to 7.5 ft., and to 0.0 ft., for a length of +/-55.9 ft. and inside the Pacific Heights Road by 0.95 ft., to 5.1 ft., and to 0.0 ft. for a length of 44.8 ft. and by 0.0 ft. to 2.7 ft. for a length of 14.6 ft.
2. Power poles #2 and #3 that are outside the subject parcel, however its overhead electrical wires extend into the subject parcel of 0.0 ft. to 10.0 ft., and to 0.0 ft. for a length of 60.0 ft.
3. Drain pipe which crosses into the subject parcel.

The south boundary is evident by:

1. Overhead electrical wires that extend into the subject parcel by 3.0 ft. for a length of 175.7 ft.

The west boundary is evident by:

1. Fence #3 and rock wall #6 with fence that extend into the subject parcel of 0.0 ft., to 1.7 ft., to 1.6 ft., and to 0.0 ft. for a length of 55.0 ft.

9. MORTGAGE

MORTGAGOR : KAREN K. BROWN, Trustee of the Karen K. Brown Revocable Trust dated July 26, 2007

MORTGAGEE : FIRST HAWAIIAN BANK, a Hawaii corporation

DATED : October 27, 2009

RECORDED : Document No. 2009-166789

10. The terms and provisions contained in AFFIDAVIT dated April 30, 2012, recorded as Document No. A-45110863, by KAREN K. BROWN, in consideration of the issuance by the Building Department, City and County of Honolulu, of a building permit.
11. Declaration of Condominium Property Regime of 2808 and 2810 Laola Place dated August 6, 2012, Document No. A-46090675.  
  
Condominium Map No. 5109.
12. By-Laws of the Association of Unit Owners of 2808 and 2810 Laola Place dated August 6, 2012, Document No. A-46090676.

## **EXHIBIT E**

### **DEVELOPER'S RESERVED RIGHTS TO CHANGE PROJECT & DOCUMENTS**

1. Section C of the Declaration provides that at any time prior to the closing of the last sale of a Unit in the Project owned by the Developer: (1) to grant easements over, across, and under the common elements, including, without limitation, easements for utilities, sanitary and storm sewers, cable television, walkways, roadways and rights-of-way, and (2) to relocate or realign any existing easements and rights-of-way over, across, and under the common elements, including, without limitation, any existing utilities, sanitary and sewer lines, and cable television lines, and connect same, over, across, and under the common elements, provided that such easements and such relocations and connections of lines shall not materially impair or interfere with the use of any Unit.

2. Section M of the Declaration provides that notwithstanding the sale and conveyance of any Unit in the Project, while the Developer retains any ownership interest in the Project, the Developer, without the consent or joinder of any Unit owner, lienholder thereof, or other person or entity, may amend the Declaration, the By-Laws, and/or the Condominium Map to effect any changes or amendments required by law, any title insurance company, or any institutional mortgagee, or as may be required by any governmental or quasi-governmental agency. Each and every party acquiring an interest in the Project, shall, by virtue of such acquisition, consent to such amendments by the Developer, and agrees to execute and deliver such documents and instruments and do all such things necessary and/or convenient to effect the same, and hereby appoints the Developer and its assigns as his or her attorney-in-fact, with full power of substitution to execute, deliver and record such documents and instruments and to do such things on his or her behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of such reserved rights and shall not be affected by any disability of the party or parties..

In addition, at anytime prior to the first recording in the Bureau of Conveyances, State of Hawaii, of a conveyance or transfer of a Unit in the Project to any person other than the Developer, the Developer may amend this Declaration, and any of the Exhibits hereto, the By-Laws, and/or the Condominium Map in any manner, without the consent of any purchaser or any other party. No amendment to this Declaration and/or the By-Laws which adversely impacts or negates, or attempts to negate any of the rights reserved by the Developer shall be valid without the expressed written consent of the Developer, or Developer's respective successors and assigns, and contained in said amendment.

## EXHIBIT F

### ESTIMATE OF INITIAL MAINTENANCE FEES

Estimate of Initial Maintenance Fees:

<u>Unit</u>	<u>Monthly Fee x 12 months = Yearly Total</u>
Unit 2808	0.00
Unit 2810	0.00

\* NOTE: The Units are currently sheds without utility connections. When installed, utilities (including electricity and water/sewer) for the Units are expected to be separately metered or submetered. No fees are being collected at this time for repair and maintenance of the common elements.

The Developer has not conducted a reserve study in accordance with Section 514B-148, Hawaii Revised Statutes, and the replacement reserve rules, Subchapter 5, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

*The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.*

Estimate of Maintenance Fee Disbursements:

Monthly Fee x 12 months = Yearly Total

Utilities and Services

Air Conditioning

Electricity

[ ]  
[ ]

common elements only

common elements and apartments

Elevator

Gas

[ ]  
[ ]

common elements only

common elements and apartments

Refuse Collection

Telephone

Water

Maintenance, Repairs and Supplies

Building

Grounds

Management

Management Fee

Payroll and Payroll Taxes

Office Expenses

Insurance

Reserves(\*)

Taxes and Government Assessments

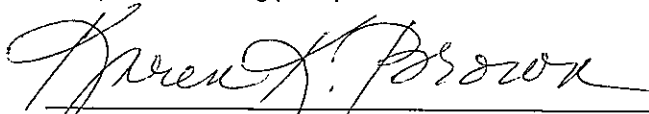
Audit Fees

Other

TOTAL

\$ 0.00

I, KAREN K. BROWN, TRUSTEE, as Developer, for the  
"2808 and 2810 Laola Place" condominium project, hereby certifies that the above estimates of initial  
maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally  
accepted accounting principles.

  
\_\_\_\_\_  
Signature

AUG 04 2012

\_\_\_\_\_  
Date



## EXHIBIT G - SUMMARY OF SALES CONTRACT

The specimen Sales Contract on file with the Real Estate Commission consists of the Hawaii Association of Realtors Standard Form Purchase Contract, together with attached Addenda. The Purchase Contract contains, among other things, the following provisions:

1. Risk of Loss and Insurance. Risk of loss passes to Buyer upon closing or possession, whichever occurs sooner.
2. Time is of the Essence/Default. Time is of the essence and the closing date may not be extended without Buyer and Seller agreeing in writing. In the event Buyer fails to perform Buyer's obligations under the Sales Contract, Seller may terminate the Sales Contract and (a) bring an action for damages for breach of contract, or (b) retain the initial deposit and all additional deposits provided by Buyer as liquidated damages, and the Buyer shall be responsible for any costs incurred in accordance with the Sales Contract.
3. Conversion of Existing Buildings (Sheds); No Warranties. Buyer is aware, agrees and affirms that the Project consists of the conversion of two dwellings into condominium units pursuant to the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes. With the initial filing of this Declaration by the Developer, the Project consists of two (2) existing sheds converted into condominium units pursuant to the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes. To the best of Developer's knowledge, at the time of the construction of the existing sheds, they were exempt from the requirements of a building permit from the City and County of Honolulu. Subject to the penalties of Section 514B-69(b), Hawaii Revised Statutes, to the best of the Developer's knowledge, the Project is in compliance with all zoning and building ordinances and codes and all other permitting requirements adopted by the City and County of Honolulu. Based on the DPP letter referenced above, no variances or special permits have been granted for the property.

It is expressly understood and agreed by and between Seller and Buyer that SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE UNIT, THE PROJECT, INCLUDING THE COMMON OR LIMITED COMMON ELEMENTS, OR CONSUMER PRODUCTS OR ANYTHING ELSE INSTALLED IN THE UNIT OR IN THE PROJECT, INCLUDING BUT NOT LIMITED TO: A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE; B) THE WORKMANLIKE CONSTRUCTION, STRUCTURAL SOUNDNESS, CONDITION OR STATE OF REPAIR, OPERATING ORDER, SAFETY, LIVABILITY OF ANY IMPROVEMENT IN OR WITHIN THE PROJECT; AND C) WHETHER THE PROJECT, THE UNITS, OR ANY OF THE IMPROVEMENTS MEET THE REQUIREMENTS OF ANY BUILDING, ZONING, LAND USE, SET BACK, HEALTH OR OTHER LAW, ORDINANCE, OR RULE OR REGULATION WHICH MAY BE APPLICABLE TO THE PROJECT.

4. Existing "As Is" Condition. Buyer agrees the Unit is being purchased in its "AS IS" condition, without any warranties or representations, expressed or implied. Buyer acknowledges that Buyer will be given an opportunity to inspect the Unit and by closing on the sale of the Unit, Buyer accepts the Unit in its "AS IS" condition as provided for herein, and agrees and covenants to give up, waive and relinquish any and all rights to assert any claim, demand, proceeding or lawsuit of any kind against Seller or Seller's real estate agents with respect to the condition of the property.
5. Reserved Rights and Restrictions Regarding Alteration of the Units. Section L of the Declaration provides that no work shall be done to the Units, the limited common elements appurtenant

thereto, or any other part of the Project, by any owner of a Unit or any other person, which could jeopardize the soundness or safety of the Project, reduce the value thereof, impair any easement, as reasonably determined by the Board. Notwithstanding the foregoing and subject to the requirements set forth in Section Q of the Declaration, except as otherwise provided by law, all additions to or alterations of any Unit or its appurtenant limited common elements by the owner of such Unit shall be permitted without restriction, provided that the alteration or addition shall not affect the other Unit or limited common elements appurtenant thereto, and the owner or other person making such additions or alterations shall comply strictly with all applicable laws, ordinances, rules and regulations of any governmental entity, and shall also obtain all necessary permits, at such owner or person's sole expense.

SELLER MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO BUYER'S ABILITY TO USE THE UNIT FOR ANY PARTICULAR PURPOSE. IF BUYER INTENDS TO IMPROVE OR MODIFY THE EXISTING UNIT, BUYER WILL BE REQUIRED TO COMPLY WITH ALL APPLICABLE BUILDING AND ZONING CODES, LAND USE LAWS, AND OTHER COUNTY LAWS AND ORDINANCE. BUYER IS URGED TO CAREFULLY REVIEW THE LAND USE LAWS, AND ALL OTHER APPLICABLE COUNTY ORDINANCES AND REGULATIONS WHICH MAY AFFECT THE UNIT, WITH BUYER'S ARCHITECT, PROFESSIONAL BUILDER, OR OTHER PROFESSIONAL CONSULTANT, TO DETERMINE WHETHER THE LAND USE LAWS AND ALL OTHER APPLICABLE COUNTY ORDINANCES MAY AFFECT BUYER'S INTENDED USE OF THE UNIT.

6. Mediation And Arbitration. If any dispute or claim in law or equity arises out of this Agreement, and Buyer and Seller are unable to resolve the dispute themselves, Buyer and Seller agree in good faith to attempt to settle such dispute or claim by mediation under the Commercial Mediation rules of the American Arbitration Association. If such mediation is not successful in resolving such dispute or claim, then such dispute or claim shall be decided by a neutral binding arbitration before a single arbitrator in accordance with the Commercial Arbitration rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may award reasonable attorney's fees and costs to the prevailing party.
7. Developer's Public Report; Buyer's Right to Cancel or Rescind The Agreement. The Developer's Public Report for the Project has been issued by the Real Estate Commission. Buyer shall receive a copy of that document along with a Receipt For Developer's Public Report (the "Receipt") and a Notice Of Right To Cancel Sales Contract (the "Notice"). Buyer has the right to cancel the Sales Contract under the following conditions:
  - i) At any time within thirty (30) days following the date the Developer's Public Report is delivered to Buyer and the date that the Buyer signs the Sales Contract. If Buyer so cancels this Agreement, within the thirty (30) day period, Buyer will be entitled to receive a refund of any deposits, less any escrow cancellation fees and other costs up to \$250.00. If Buyer waives Buyer's right to cancel by checking the waiver box on the Notice, and executes and returns the Receipt and Notice within thirty (30) days after delivery to Buyer, this Agreement shall become a binding obligation on both parties immediately upon the return thereof. If Buyer does not return the Receipt and Notice within said thirty (30) day period, or if the Unit is conveyed to Buyer prior to expiration of that thirty (30) day period, then Buyer shall be deemed to have receipted for the Developer's Public Report and to have waived Buyer's right to cancel, thereby causing this Agreement to become a binding obligation on both parties; and
  - ii) Buyer shall have a thirty (30) day right to rescind this Agreement if there is a material change to the Project which directly, substantially and adversely affects the use or value of

Buyer's Unit, the limited common elements appurtenant to the Unit, or the amenities in the Project available for Buyer's use. Seller shall deliver to Buyer a description of the material change and Buyer may waive Buyer's rescission right by either (a) checking the waiver box on the option to rescind, signing it and returning it to Seller; (b) letting the thirty (30) day rescission period expire without taking any action to rescind this Agreement; or (c) closing on the purchase of the Unit before the thirty (30) day rescission period expires. In order to be valid, the rescission form provided for herein must be signed by all Buyers and postmarked to Seller no later than midnight on the thirtieth (30th) calendar day after the date Buyer received the rescission form from Seller. If Buyer's rescission is valid, Buyer shall be entitled to a prompt and full refund of any deposits made by Buyer.

NOTE: This Exhibit contains only a brief description of some of the terms contained in the Sales Contract. Buyer is advised to carefully review the entire Sales Contract and all addendum and appendixes attached to the Sales Contract and become familiar with the terms and conditions contained therein. The Sales Contract is a legally binding document and Buyer is advised to seek independent legal or professional advice.

## EXHIBIT H - SUMMARY OF ESCROW AGREEMENT

1. Delivery of Sales Contracts to Escrow. As of when Developer shall enter into a sales contract for the sale of a unit in the Project, Developer shall deliver an executed copy of such sales contract and any amendments to Escrow. Each sales contract shall contain the correct names and addresses of the purchasers, shall identify the unit number, shall require that all payments to be made thereunder shall be made to Escrow and shall be accompanied by the initial deposit required thereunder.
2. Funds Paid to Escrow. Seller shall pay over to Escrow all monies Seller received from purchasers, including all disbursements made on loan commitments, if any, from lending institutions to individual purchasers. Escrow shall receive and hold in escrow and disburse as herein set forth: (1) all payments received by Escrow under sales contracts made by Seller; (2) all sums received by Escrow from Seller; (3) all funds from any lending institution pursuant to a mortgage loan for the purchase of any unit by an individual purchaser; and (4) all sums received by Escrow from any other source on account of the Project. In accordance with written instructions from Seller that are acceptable to Escrow, Escrow shall deposit all funds so received, within a reasonable time of their receipt by Escrow and in reasonably convenient sums, in a federally-insured, interest-bearing account at any bank, savings and loan association, financial services loan company or credit unit authorized to do business in the State of Hawaii; provided, however, if Escrow is instructed to make such deposits more frequently than once each calendar week, Seller shall pay to Escrow a reasonable service charge for each additional deposit made during such week.
3. Conditions to Be Met Prior to Disbursement of Funds in Escrow. Paragraph 5 sets forth the conditions that must be met prior to disbursement of funds held in escrow. Briefly, Paragraph 5 provides that no disbursement of funds held in escrow shall be made unless and until the following conditions have been met: (a) Seller shall have delivered to purchaser a true copy of the Developer's Public Report including all amendments, with effective date(s) issued by the Real Estate Commission, (b) Waiver of Cancellation Rights: Seller shall have delivered to purchaser notice of purchaser's 30-day cancellation right on a form prescribed by the Real Estate Commission, and purchaser shall have waived the right to cancel or shall be deemed to have waived the right to cancel in accordance with HRS Section 514B-86(s), evidence of which shall be provided to Escrow, (c) Waiver of Rescission Rights: Seller shall affirm to Escrow that there has been no material change in the Project after the sales contracts became binding, and (d) Escrow shall have received the opinions or certifications requested.
4. Return of Funds and Documents. A purchaser shall be entitled to a return of his or her funds and Escrow shall pay such funds to such purchaser, together with any interest that may have accrued to the credit of the purchaser, if any one of the following has occurred: (a) Seller and the purchaser shall have requested Escrow in writing to return to purchaser the funds of purchaser held hereunder by Escrow; or (b) Seller shall have notified Escrow of Developer's exercise of an option to cancel or rescind the sales contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Seller; or (c) The purchaser shall have notified Escrow of purchaser's exercise of purchaser's right to cancel the sales contract pursuant to Sections 514B-86 (30-day right to cancel) or 514B-89 (failure to complete construction before a specified completion deadline), Hawaii Revised Statutes, as amended; or (d) The purchaser shall have notified Escrow of purchaser's exercise of his or her right to rescind the sales contract pursuant to Section 514B-87, Hawaii Revised Statutes, as amended. In any of the foregoing events, Escrow shall, upon the occurrence of the event described in (a) or (b) above or upon receipt of a written request for a refund from purchaser upon the occurrence of an event described in (c) or (d) above, unless the purchaser has waived or has been deemed to have waived the right to a refund, promptly pay said funds to said purchaser, less any cancellation fee commensurate of the work done by Escrow prior to such cancellation, and other costs associated with the purchase, up to a maximum of \$250.00, and thereupon said sales contract and any conveyance document theretofore delivered to Escrow shall be returned to Seller and shall be deemed no longer held hereunder; provided, however, that no refund shall be made to a purchaser at purchaser's request prior to receipt by Seller's of written notice from Escrow of its intent to make such refund.

5. Partial Closings. It is understood that partial closings, i.e., closings for some but not all of the units, may be desired by Developer. If Developer desires to close any or all sales at different times, Escrow agrees to cooperate with Developer and shall vary its performance of the directions contained herein in such manner as will facilitate its performance of such partial closings.

6. Compensation to Escrow. Paragraph 18 of the Escrow Agreement provides, among other things, that an additional fee of \$250.00 shall be charged to purchaser for each mortgage loan obtained by purchaser if purchaser does not obtain a mortgage loan from a lender designated by Seller, and an additional fee of \$500.00 for each mortgage loan obtained by purchaser from an out-of-state lender. If an escrow involves a 1031 Exchange, Escrow has the right to assess additional fees commensurate with the amount of work involved.

NOTE: This exhibit contains a brief summary of the escrow agreement. The escrow agreement contains various other provisions and establishes certain charges which the buyer should become familiar with. The prospective buyer is cautioned to carefully review the complete escrow agreement. If there are any conflicts between the terms contained in this summary and the escrow agreement, the escrow agreement will control

STATEMENT OF REGISTERED PROFESSIONAL ARCHITECT

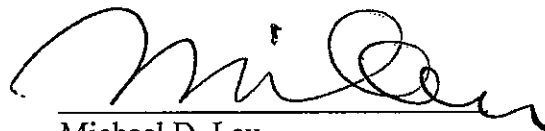
Real Estate Commission  
Department of Commerce and Consumer Affairs  
State of Hawaii  
335 Merchant Street, Room 333  
Honolulu, Hawaii 96813

RE: Condominium Project: "2808 and 2810 Laola Place"  
2808 and 2810 Laola Place, Honolulu HI 96813 / Unit 2808 and 2810  
TMK: (1) 2-2-030:005

The undersigned hereby declares that he has made a visual observation of the building at **2808 and 2810 Laola Place**, a proposed conversion into a condominium project, and without making any invasive examination of covered components makes the following report:

1. On or about **February 04, 2012**, I visited the above referenced property.
2. No representation is made regarding the expected useful life of the structural components and mechanical and electrical installations.
3. The condition of the front and rear sheds are **Good**.

DATED: Honolulu, Hawaii, this 18 day of July 2012.



Michael D. Lau  
Registered Professional  
Architect No. 8385

**EXHIBIT I**